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24051/135

DECEMBER '27, 2000

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FOLEY & LARDNER
WILLIAM T. ELLIS
WASHINGTON HARBOUR
3000 K STREET NW, SUITE 500
WASHINGTON, DC 20007-5109



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/02/2000

REEL/FRAME: 011188/0355

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

**ASSIGNOR:** 

KEMP, GARY ALLAN, II

DOC DATE: 08/24/2000

ASSIGNOR:

SCHLUETTER, JENS-UWE

DOC DATE: 08/25/2000

ASSIGNOR:

BRUMFIELD, HARRIS

DOC DATE: 08/19/2000

ASSIGNEE:

TRADING TECHNOLOGIES
INTERNATIONAL, INC.
1603 ORRINGTON AVENUE, SUITE 1300
EVANSTON, ILLINOIS 60201

SERIAL NUMBER: 09590692

PATENT NUMBER:

FILING DATE: 06/09/2000

ISSUE DATE:



011188/0355 PAGE 2

ANTIONE ROYALL, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

## **ASSIGNMENT AND AGREEMENT**

WHEREAS, Gary Allan Kemp II of 335 Fairview Avenue, Winnetka, IL 60093, and Jens-Uwe Schluetter of 2320 Grey, Evanston, IL 60201 Harris Brumfield of 1840 Cleveland, Chicago, IL 60614, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled CLICK BASED TRADING WITH INTUITIVE GRID DISPLAY OF MARKET DEPTH (Atty. Dkt. No. 024051/0135) for which an application for United States Letters Patent was filed on June 9, 2000 as Application No. 09/590692; and

WHEREAS, Trading Technologies International, Inc., a corporation duly organized and existing under the laws of the State of Illinois, and having its principal place of business at 1603 Orrington Avenue, Suite 1300, Evanston, IL 60201 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and



protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 24 day of	AUGUST, 2000	
illiaria		Gáry Allan Kemp II
State of IUUUUS  County of Ook  On this Off- day of Mullipart  Gary Allan Kemp II, who is personally known to	, 20 <u>///</u> , before me, a n	otary public in and for said county, appeared
instrument, and he/she acknowledged that he/s voluntary act for the uses and purposes therein	he signed, sealed, and delive	red the said instrument as his/her free and
TINLAND MAIRON  (Seal)	7	Notary Public  My Commission Expires: 4/2/2002
OFFICIAL  TINIA MA YARO	SEAL"	

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/2/2002

Atty. Dkt. No. 024051/0135

Executed this 25 day of Rugus	≠, 20 00.
	5/5/5
a Milinain	Jens-Uwe Schluetter
State of (MAS) ss.	•
County of	••
On this 25-day of AUMS, 2017), b	efore me, a notary public in and for said county, appeared
Jens-Uwe Schluetter, who is personally known to me to be the instrument, and he/she acknowledged that he/she signed, seale voluntary act for the uses and purposes therein set forth.	same person whose name is subscribed to the foregoing
"OFFICIAL SEAL"	line on 2 land the
TINA M. YAROVSKY	Notery Public
NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 4/2/2002	1/10/000
(Seal)	My Commission Expires: 7/0/1000
Executed this 19 day of Sept	2000
	H (4/ /-
	Harris Brumfield
State of	
County of COOK )ss.	
On this 19 day of 5007, 20 00 b	efore me, a notary public in and for said county, appeared
Harris Brumfield, who is personally known to me to be the sam instrument, and he/she acknowledged that he/she signed, sealed	e person whose name is subscribed to the foregoing
voluntary act for the uses and purposes therein set forth.	and delivered the said instrument as his/her free and
	Pair a dall
	Notary Fublic
(Seal)	My Commission Expires: 6/2.70/
10001	

OFFICIAL SEAL
GAYLE A HALLEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/27/01



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ASSIGNEE:

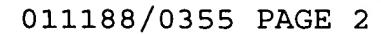
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Executed this 24 day of AUGUST	, 20
State of Illiness	Gary Allan Kemp II
County of COCK )ss.	
On this 24- day of Alleway - , 2000, b	efore me, a notary public in and for said county, appeared
Gary Allan Kemp II, who is personally known to me to be the s	ame person whose name is subscribed to the foregoing
instrument, and he/she acknowledged that he/she signed, sealed	
voluntary act for the uses and purposes therein set forth.	
"OFFICIAL SEAL"	SuaM. Varondell
NOTABLE MEDIA 1 1 LLINOIS \$  M' 7/2002 \$	Notary Public 1/1/2/2017
72002 2	My Commission Expires: 11010000

(Seal)

"OFFICIAL

TINA M. YAROVSKY

NOTARY PUBLIC, STATE OF ILLINOIS

SEAL

Atty. Dkt. No. 024051/0135

Executed this 25 day of Rugust, 2000.
State of
Jens-Uwe Schluetter, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.  "OFFICIAL SEAL"  TINA M. YAROVSKY NOTARY PUBLIC, STATE OF ILLINOIS
(Seal)  My Commission Expires: 4/2/2002  My Commission Expires: 4/2/2002
Executed this 19 day of Sept, 2000
State of
Harris Brumfield, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.
Notary Fublic  My Commission Expires: 6/2/70/

